

RESOLUTION NO. 50-94

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH MESA COUNTY  
REGARDING THE CLIMAX MILL SITE

Whereas, The City of Grand Junction and the County of Mesa are not only authorized but are encouraged by various State statutes to contract with each other for the purposes of land use planning and development regulation; and

Whereas, the area known as the Climax Mill Site is enclaved by existing city boundaries and is therefore eligible for annexation; and

Whereas, the Climax Mill Site is subject to a conditional use permit by Mesa County pertaining to the U.S. Department of Energy's removal and remediation of mill tailings from the site and the hauling of said materials to the Cheney repository; and

Whereas, both the City of Grand Junction and Mesa County agree that it would be in the best interests of the general public that the Climax Mill Site not be annexed to the City of Grand Junction at this time, that the conditional use permit continue to be administered under the jurisdiction of Mesa County, and that all remaining powers of land use jurisdiction rest with the City of Grand Junction,

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO THAT:

1. The Intergovernmental Agreement hereto attached is hereby adopted.

ADOPTED this 15th day of June, 1994.

/s/ R.T. Mantlo  
President of the Council

ATTEST:

/s/ Stephanie Nye  
City Clerk

## **INTERGOVERNMENTAL AGREEMENT**

**Recitals.** The City of Grand Junction ("City") and the County of Mesa ("County") are not only authorized but are encouraged, pursuant to § 29-20-101 *et seq.*, C.R.S., to contract for the purposes of planning and regulating the development of land, including but not limited to zoning, subdivision and land use activities. The City and the County are generally authorized to contract for "to provide any function, service, or facility lawfully authorized to each [of them]." § 29-1-203, C.R.S. In addition, the County and the City each have power and authority to plan for and regulate the use of land in various ways set forth in the Local Government Land Use Control Enabling Act, § 29-20-101, *et seq.*, C.R.S., and in their respective enabling statutes found, respectively, in Titles 31 and 30, C.R.S.

In late 1993 and early 1994, the City began the process of annexing an enclaved area consisting of certain private property and publicly owned property commonly known as the Climax Mill Site. The U.S. Department of Energy, and its contractors ("DOE"), have been aggregating on site, then removing and remediating mill tailings from property in the enclave for several years. The County has regulated, by its Conditional Use Permit ("CUP"), the DOE activities on and near the Climax site, on the haul route both inside the City and in other areas of the County, including the Cheney repository. County staff have developed significant expertise and familiarity with the issues, processes and terms of the CUP which it would be difficult and expensive to replace or to gain if the City, upon annexation or the exercise of land use jurisdiction pursuant to annexation, were to attempt to regulate or to otherwise implement regulation of a CUP.

Yet, the parties agree that, because the area is now eligible for annexation to the City, it is desirable and proper that the City have the ability and power to exercise those powers and authorities which it would have if Climax were annexed and the powers and authority which flow from the referenced statutes, including land use control, zoning and subdivision, to the extent that such exercise of control and power do not interfere with or jeopardize the continued County oversight and authority pursuant to the CUP.

**NOW THEREFORE,** in consideration of the mutual promises, benefits and burdens herein contained, and based on the rationales set forth, the City and County agree as follows:

1. Throughout the term of this Agreement, the County shall continue to exercise such power and authority over those properties which are subject to the CUP and the DOE as may be required to continue the County's authority and requirements set forth in the CUP.

2. The City shall discontinue the process of annexing those properties which are subject to the CUP into the City until notice is

provided as set forth below.

3. With respect to those properties which are subject to the CUP, the County hereby delegates to the City, and contracts for the exercise by the City on the behalf of the County, and the City accepts those powers authorized by the statutes referred to in the Recitals, including zoning, subdivision, and land use control, except to extent that such zoning, subdivision, and land use control is required to continue to enforce, modify, and continue to implement the CUP. The reservation of power, authority and duty by the County, as to the CUP and the properties subject to the CUP, is intended by the parties to be complete and comprehensive so as not to jeopardize or interfere with the continued oversight by the County of the CUP and the operations and activities of DOE in the City and in the County.

4. The parties agree that all development within the enclave, except that which the County specifically finds is required to continue to implement its oversight and authority pursuant to the CUP, shall only occur in compliance with the Zoning and Development Code of the City. In exercising any County authority to vacate a right-of-way within the enclave, the County shall first obtain the written consent of the City. The City shall exercise its police powers with respect to the enclave and the City shall bear all expenses related to the exercise of its police powers. The City shall proceed to annex such private property which is not subject to the CUP as soon as is reasonably possible.

5. Either party may terminate this agreement by the giving of written notice which notice of termination shall be effective one hundred and twenty (120) days after mailing to the other party; prior to the giving of any such notice, the elected body of the party giving notice shall communicate the desire, and the reasons therefor, to the elected body of the other party. Unless earlier terminated by the giving of such notice, this agreement shall continue until the activities regulated by the CUP have terminated.

**CITY OF GRAND JUNCTION**

**MESA COUNTY**

**City Manager**

**Chairman, John R. Crouch**

**Date:** \_\_\_\_\_

**Date:**

ATTEST:

ATTEST:

City Clerk

Mesa County Clerk